

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION
Civil Action No: 3:11-CV-00216

J & L MACHINE & FABRICATION, INC.,)

Plaintiff,)

v.)

CAMTECH CUSTOM PAINT AND)
FABRICATION, LLC,)

Defendant.)

CONSENT JUDGMENT

THIS CAUSE coming on to be heard before the undersigned upon the request of Defendant Camtech Custom Paint and Fabrication, LLC (hereinafter "Defendant" or "Camtech"), and Plaintiff J & L Machine & Fabrication, Inc. (hereinafter "Plaintiff" or "J & L") and the parties agreeing to it, the Court enters judgment based on the following:

1. Defendant Camtech Custom Paint and Fabrication, LLC is a limited liability company organized and existing under the laws of the State of South Carolina and conducts business in Gaston County, North Carolina. Said Defendant subjects itself to the venue and jurisdiction of this Court.

2. Plaintiff J & L Machine & Fabrication, Inc. is a North Carolina corporation with its principal place of business in Gaston County, North Carolina. Said Plaintiff subjects itself to the venue and jurisdiction of this Court.

3. From approximately November 2010 to February 2011, Defendant contracted with and ordered from Plaintiff certain goods that Plaintiff would produce to be used in the Defendant's business.

4. Plaintiff produced and tendered to Defendant all of the requested goods.

5. Plaintiff performed all of its obligations under its agreement(s) with Defendant in accordance with the terms of its agreement(s) with the same.

6. Defendant accepted the goods tendered by Plaintiff and said goods were in all respects conforming to the terms of the agreement(s) between the parties.

7. Plaintiff presented Defendant with final invoices for the goods provided, giving credit to said Defendant for all payments made by Defendant. There remains outstanding the principal amount of \$216,954.49 past due and owing from Defendant to Plaintiff.

8. Despite Plaintiff's demands for payment, Defendant failed and refused to pay Plaintiff the remaining amount owed of \$216,954.49 for the goods provided by Plaintiff.

9. All conditions precedent to Plaintiff's entitlement to the receipt of full payment from Defendant under the terms of the contract(s) between the parties have been performed by the Plaintiff.

10. Defendant Camtech Custom Paint and Fabrication, LLC agrees and consents that judgment be entered against it and in favor of Plaintiff in the amount of two-hundred and sixteen-thousand nine-hundred and fifty-four dollars and forty-nine cents (\$216,954.49), plus post judgment interest at the rate allowed by law.

11. For purposes of enforcing the contents of this Judgment, Defendant and Plaintiff consent to the jurisdiction of this Court over the parties to this action.

12. Defendant states that:

- (a) It is executing this Consent Judgment knowingly, voluntarily, and with full knowledge of its significance. It has not been coerced, threatened, or intimidated into signing this Consent Judgment;
- (b) It has read this Consent Judgment and understands all of its terms; and
- (c) It is voluntarily entering into this Consent Judgment after consulting and reviewing this document with or having an ample opportunity to consult and review this document with legal counsel and any other individual or advisor with which it so desires.

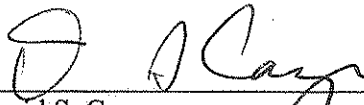
13. This is a final Judgment and shall be entitled to full faith and credit in the courts of other states.

BASED UPON THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW, IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

- 1. That Plaintiff, J & L Machine & Fabrication, Inc., have and recover from Defendant, Camtech Custom Paint and Fabrication, LLC, the principal amount of two-hundred and sixteen-thousand nine-hundred and fifty-four dollars and forty-nine cents (\$216,954.49), with interest on said principal continuing to accrue at the legal rate from the date of the entry of this judgment until paid in full;
- 2. That each party shall bear its own attorneys' fees and court costs;
- 3. That both Plaintiff and Defendant have subjected themselves to the jurisdiction of this Court and this Court has jurisdiction over both parties hereto; and
- 4. This final Judgment shall be entitled to full faith and credit in the courts of other states.

APPROVED, ORDERED, AND FILED:

This 14 day of March 2012.



David S. Cayer
United States Magistrate Judge

CONSENTED TO:

AS TO DEFENDANT:

CAMTECH CUSTOM PAINT AND FABRICATION, LLC

By: 

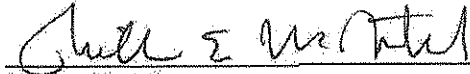
Print: Cameron Ivow

Its: President and Sole Member

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

I, William E. McDaniel the undersigned, a Notary Public of the county and state aforesaid, certify that Cameron Ivow personally came before me this day and acknowledged that he is the President / Sole Member of Camtech Custom Paint and Fabrication, LLC, and that being authorized to do so, executed the foregoing on behalf of said limited liability company.

Witness my hand and official stamp or seal, this 20th day of February 2012.



Notary Public

My Commission expires: _____

AS TO PLAINTIFF:

J & L MACHINE & FABRICATION, INC.

By: Linda D. Hardin

Print: Linda D. Hardin

Its: President

STATE OF North Carolina
COUNTY OF Gaston

I, Kristal L. Glasco the undersigned, a Notary Public of the county and state aforesaid, certify that Linda D. Hardin personally came before me this day and acknowledged that he is the President of J & L Machine & Fabrication, Inc., and that being authorized to do so, executed the foregoing on behalf of said corporation.

Witness my hand and official stamp or seal, this 13th day of March 2012.

